

A RESOLUTION BY

PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

07-R-0317

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF FIRE AND RESCUE, TO ENTER INTO AN AGREEMENT WITH AWS CONVERGENCE TECHNOLOGIES, INC., FOR THE PURPOSE OF INSTALLING THE WEATHERBUG WEATHER STATIONS, AT DESIGNATED FIRE STATIONS WITHIN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

WHEREAS, the Department of Fire and Rescue ("Department") recognizes that the collection and reporting of real-time weather conditions is essential to their ability to employ the appropriate firefighting tactics during emergency and non-emergency incidents; and

WHEREAS, AWS Convergence Technologies, Inc. ("AWS") manufacturers and deploys the WeatherBug Weather Stations ("Weather Stations") in order to collect and report real-time and historical weather data and/or digital camera images via the internet; and

WHEREAS, AWS desires to provide the Weather Stations, at no monetary cost, to the City of Atlanta ("City"); and

WHEREAS, the Department wishes to enter into an agreement with AWS, in order to utilize the aforesaid real-time weather information to complement its firefighting capabilities within the City (see attached as Exhibit "A").

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor be and is hereby authorized to enter into an agreement, on behalf of the Department of Fire and Rescue, with AWS Convergence Technologies, Inc., at no monetary cost to the City, for the purpose of installing the Weatherbug Weather Stations at designated firestations within the City.

BE IT FURTHER RESOLVED, that the term of the agreement shall be for a term of three (3) years, with an automatic annual extensions, unless either party opts out of such extension with notice at least 30 days prior to the expiration of either the original or any renewal term, as applicable. Notwithstanding the above, either party may terminate this Agreement for convenience, at any time, with at least 60 days prior notice to the other party.

BE IT FURTHER RESOLVED, that the City Attorney or her/his designee be and is directed to prepare the contract for execution by the Mayor, and the contract shall be approved by the City Attorney or her/his designee as to form.

BE IT FINALLY RESOLVED that the contract shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor and attested to by the municipal clerk, and delivered to AWS Convergence Technologies, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Public Safety and Legal Administration

Caption: A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF FIRE AND RESCUE, TO ENTER INTO AN AGREEMENT WITH AWS CONVERGENCE TECHNOLOGIES, INC., FOR THE PURPOSE OF INSTALLING THE WEATHERBUG WEATHER STATIONS, AT DESIGNATED FIRE STATIONS

Council Meeting Date: March 5, 2007

Requesting Dept.: Fire and Rescue

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this agreement is to install the WeatherBug Weather Stations in designated fire stations within the city limits.

2. Please provide background information regarding this legislation.

AWS participates in a research project with the Air Research Laboratory of the National Oceanic and Atmospheric Administration, AKA Urbanet. AWS Weather Stations will collect and report real-time and historical weather data and digital camera images via the internet. The real-time weather data is extremely valuable to firefighter activities such as Hazardous Material incidents, firefighting tactics and planning. The data received from the stations will assist us efforts during emergency and non-emergency incidents.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc): Professional Services
- (b) Source Selection: NA
- (c) Bids/Proposals Due: NA
- (d) Invitations Issued: NA

- (e) Number of Bids: NA
- (f) Proposals Received: NA
- (g) Bidders/Proponents: NA
- (h) Term of Contract: NA

4. Fund Account Center: NA

5. Source of Funds: N/A

6. Fiscal Impact: 0.00

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: Wilmond Meadows

HOSTING AGREEMENT
by and between
AWS Convergence Technologies, Inc.
and
[INSERT YOUR NAME HERE]

This **HOSTING AGREEMENT** (the "Agreement") is made effective as of the ____ day of _____, 2006, by and between AWS Convergence Technologies, Inc. a Delaware corporation with principal offices at 12410 Milestone Center Drive, Germantown MD 20876, ("AWS") and **[INSERT YOUR NAME & ADDRESS HERE]** ("HOST").

WHEREAS, AWS manufactures and deploys WeatherBug Weather Stations, each such system being comprised of a weather sensor suite, a master control unit, a digital display, a communications device, and a sensor shelter, as well as optional equipment such as a camera, weather server and computer (referred herein as the "Hardware"), and computer programs for collection, display and dissemination of real-time and historical data via an Intranet or the Internet (referred herein as the "Software");

WHEREAS, AWS participates in a research project with the Air Research Laboratory ("ARL") of the National Oceanic and atmospheric Administration ("NOAA") known as UrbaNet;

WHEREAS, AWS desires to install one or more WeatherBug Weather Stations, related Hardware and Software (if applicable) at designated locations owned or controlled by HOST in support of UrbaNet as well as for continued collection and dissemination of local weather information;

WHEREAS, both parties agree that it is of mutual benefit to have the HOST participate in this program;

THEREFORE, the parties agree to the following terms and conditions:

1. **Weather Systems.** AWS will place at designated HOST facilities, at no cost to the HOST, _____ WeatherBug Weather Stations, including Hardware and Software, (as determined by AWS), to collect and report real-time and historical weather data and/or digital camera images via the Internet as described herein.
2. **Term and Termination.** This Agreement shall have a term of three (3) years, with automatic annual extensions unless either party opts out of such extension with notice at least 30 days prior to the expiration of either the original or any renewal term, as applicable. Notwithstanding the above, either party may terminate this Agreement for convenience, at any time, with at least 60 days prior notice to the other party.
3. **Rights and Licenses.** AWS retains all rights to the design of the WeatherBug Weather Stations, Hardware, Software, and ownership of the Systems, the data generated by the Systems (including weather data measured directly by System components, calculated data from the Software, and video imagery from cameras), which rights the HOST and each participating site hereby acknowledges and agrees not to assert or claim any interest in, save and except only as otherwise expressly granted in this paragraph:
4. **Data Rights**
 - (1) AWS grants to the HOST a royalty-free license for the term of the Agreement to use data generated by WeatherBug Weather Stations solely and exclusively for educational, research and internal operational purposes within the HOST network.
 - (2) The HOST may not, without express permission of AWS, provide the data generated by HOST sites to any party, including other government agencies. HOST may, however, provide and/or allow links to data pages created pursuant to this Agreement.

14. **Business Relationship.** Nothing contained herein shall create or be deemed to create any association, partnership, joint venture, the relation of principal and agent, or the relationship of employee and employer between the parties herein.
15. **Notices.** All notices given under any of the provisions of this Agreement shall be deemed to have been duly given when made in writing and either delivered via overnight express delivery requiring the signature of the accepting party's representative or three days after the date of mailing via U.S. Postal Service, certified mail, return receipt requested, to the addresses of the parties set forth in this Agreement as the principal offices or to other such addresses as such party shall specify in writing to the other party.
16. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
17. **Assignment.** Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm, or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that either party may, on notice to the other, assign this Agreement to a subsidiary or to any party that acquires or succeeds to all or substantially all of such party's business or assets. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.
18. **Modification.** No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument of equal formality signed by duly authorized representatives of the parties hereof.
20. **Confidentiality.** (a) Neither HOST nor AWS shall disseminate in any form any cost or price information included in or arising out of this Agreement to any third party. (b) Neither HOST nor AWS shall divulge in any manner to any third party, association, corporation, firm, or any other person or entity, for any purpose whatsoever, any proprietary information related to this Agreement and the terms and conditions hereof, or any other confidential or proprietary information of the other party, except with the other party's prior written permission.
21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The division of the Agreement into paragraphs is only a matter of convenience for reference and shall not define or limit any of the terms or provisions hereof. Any term used in the singular shall be deemed to include the plural when the context of its use is so required. The fact that the wording of this Agreement has been provided by one party or the other shall not be taken into consideration in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

AWS Convergence Technologies, Inc.

HOST

Name/Title

Name/Title

Date

Date

14. **Business Relationship.** Nothing contained herein shall create or be deemed to create any association, partnership, joint venture, the relation of principal and agent, or the relationship of employee and employer between the parties herein.
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AWS Convergence Technologies, Inc.

HOST

Name/Title

Name/Title

Date

Date



CITY OF ATLANTA
FIRE RESCUE DEPARTMENT

FAX COVER SHEET

Deputy Chief Wilmond A. Meadows
Office of Administration
(404) 853-7799 - Office
(404) 853-7199 - FAX

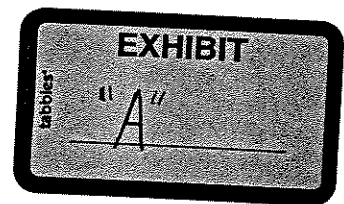
TO: Terry Grandison

FAX: (404) 865-8460

FROM: Deputy Chief W. Meadows

PHONE: (404) 449-2682

PAGES: 4



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by and between
AWS Convergence Technologies, Inc.
and
[INSERT YOUR NAME HERE]

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WHEREAS, AWS manufactures and deploys WeatherBug Weather Stations, each such system being comprised of a weather sensor suite, a master control unit, a digital display, a communications device, and a sensor shelter, as well as optional equipment such as a camera, weather server and computer (referred herein as the "Hardware"), and computer programs for collection, display and dissemination of real-time and historical data via an Intranet or the Internet (referred herein as the "Software");

WHEREAS, AWS participates in a research project with the Air Research Laboratory ("ARL") of the National Oceanic and atmospheric Administration ("NOAA") known as UrbaNet;

WHEREAS, AWS desires to install one or more WeatherBug Weather Stations, related Hardware and Software (if applicable) at designated locations owned or controlled by HOST in support of UrbaNet as well as for continued collection and dissemination of local weather information;

WHEREAS, both parties agree that it is of mutual benefit to have the HOST participate in this program;

THEREFORE, the parties agree to the following terms and conditions:

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

AWS Convergence Technologies, Inc.

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Name/Title

Name/Title

Date

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AWS Convergence Technologies, Inc.

HOST

Name/Title

Name/Title

Date

Date

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Terry Grandison



Contact

Number: 6946

Originating Department: Fire and Rescue

Committee(s) of Purview: Public Safety and Legal Administration

Council

Deadline: 2/12/07

Committee Meeting Date(s): 2/27 - 2/28 Full Council Date: 3/5/07

Commissioner Signature



CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF FIRE AND RESCUE, TO ENTER INTO AN AGREEMENT WITH AWS CONVERGENCE TECHNOLOGIES, INC., FOR THE PURPOSE OF INSTALLING THE WEATHERBUG WEATHER STATIONS, AT DESIGNATED FIRE STATIONS WITHIN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

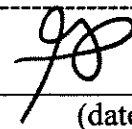
FINANCIAL IMPACT (if any): No Matching Grant Funds Required

Mayor's Staff Only

Received by Mayor's Office:

2.12.07
(date)

Reviewed by:


(date)

Submitted to Council:

2/15/07
(date)